LS 12/12/12 10:44:20 LS DK T BK 3,552 PG 311 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Recording Requested by/ After Recording Return To:

Stewart Lender Services Attn: Modification Recordation 9700 Bissonnet Street, Suite 1500 Houston, TX 77036 This document was prepared by Home Retention Services, Inc., Modifications Department 9700 Bissonnet Street Suite 1500 Houston, TX 77036 1.855.664.8124

Project ID: 282094

LOAN MODIFICATION AGREEMENT

Order ID: 8944084 Loan Number: 65811279 Borrower: ESGO DANIEL

Original Loan Amount: 94913, Lo d Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'A'

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Recording Requested by BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. 7105 Corporate Drive (PTX-B-36) Plano, TX 75024 DocID#: 065658112797105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on March 12, 2011 between ESGO DANIEL (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the August 18, 2004 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 2548 WINWOOD CV, HORN LAKE, MS 38637.

The real property described being set forth as follows:

000083300 610 0658<u>11279</u> MOD 001 001

WDGGovLnModAgree

Page 1 of 3

.VDGLMAGM 7382 07/20/2007

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of ninety four thousand nine hundred thirteen and 60/100, (U.S. Dollars) (\$94,913.60). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2041.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 14th DAY OF March 2011
ESGO DANIEL
ESGO DANIEL
AAAA (ALL CIONATUDEO MUOT DE AGUNOMA EDGED)
(ALL SIGNATURES MUST BE ACKNOWLEDGED) State of, County of, County of, On this, Don't before me the undersigned, a Notary Public in and for said State, personally appeared
9, San Duniel
known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that
\sim
Witness my hand and official seal. OF MISSIGNATURE OF M
My commission expires:
As ovidenced by their cirrectures below the first of the Madification of the Madificat
As evidenced by their signatures below, the Owner Scopsent to this Modification of the Mortgage.
CO-OWNER(S)
Dated:
Co-Owner(s) Signature
Co-Owner(s) Name (typed or printed)
STATE OF
COUNTY OF
On before me,
Notary Public, personally appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
Signature

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Stewart Lender Services, Inc., its attorpey in fact

By: Jesseca Asbott

Jessica Abbott, A.V.P., Stewart Lender Services, Inc.

Date

JAMES EASON otary Public, State of Texas My Commission Expires December 23, 2015

10.29.12

STATE OF TEXAS

COUNTY OF HARRIS

On <u>October 29, 2012</u> before me, <u>James Eason Notary Public-Stewart Lender Services, Inc.</u>, personally appeared <u>Jessica Abbott A.V.P.</u>, <u>Stewart Lender Services, Inc.</u> personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that <u>she</u> executed the same in <u>her</u> authorized capacity, and that by <u>her</u> signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

My commission expires: December 23, 2015

Order ID: 8944084

Loan Number:

65811279

Property Address: 2548 WINWOOD CV, HORN LAKE, MS 38637



EXHIBIT A

Lot 309, Phase III, Section "K", Kentwood Subdivision, located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 55, Page 11, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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Stewart Lender Services Attn: Modification Recordation 9700 Bissonnet Street, Suite 1500 Houston, TX 77036

Order ID: 8944084 Loan Number: 65811279

Project ID: 282094

EXHIBIT B

Borrower Name: ESGO DANIEL

Property Address: 2548 WINWOOD CV, HORN LAKE, MS 38637

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 03/04/2003 as Instrument/Document Number: Atland/or Book/Liber Number: 1668 at Page Number: 658 in the real records of DESOTO County, State of MS.

Additional County Requirements:
Original Loan Amoun (# 9 4 5 - 60



